The Caſe of Thomas Hawles *Eſq*; *Humbly preſented to the Conſideration of the Right Honourable the* Lords Spiritual and Temporal *in* PARLIAMENT *aſſembled.*

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That the Warren in *Alborne* Chaſe in Com. *Wiltes*, in the times of Rebelling was in a great meaſure deſtroyed by the Tenants of *Alborne* and others, which cauſed divers Suits between the Earl of *Pembroke*, and the Tenants of *Alborne*; but at length an agreement was made, that the Earl ſhould have 571 Acres of Land in lieu of *Dudmore* and *Southwood* Walks, which were by that agreement to be diſwarrened; and the 571 Acres were ſet out, and 240 Acres part thereof were ſet out by *Hawles* out of part of ſuch Lands as he had purchaſed of one *Doyly*, which he did to the end the agreement might not be obſtructed; and afterwards *Hawles* by agreement with the Earl in *October* 1652. was to have a Leaſe of the North-walk in *Alborne* Chaſe, and of all the 571 Acres ſet out and allotted to the Earl in lieu of his Warren of *Dudmore* and *Southwood* Walks, part of *Alborne* Chaſe, which was to be diſwarrened to hold to *Hawles* for 99 years, if three lives ſhould ſo long live, for 1000 *l.* Fine, 114 *l.* and 300 couple of Coneys yearly Rent, which Contract was entred in the Earls Audit Book, *&c.*

That *Hawles* in purſuance of his Contract made with the Earl, entred upon the premiſſes, and diſburſed great ſums of money in building and fencing thereupon, and diſwarrened *Dudmore* and *Southwood* Walks according to the agreement, and injoyed the ſame five years and upwards.

That afterwards by agreement in *November* 1656. made between *Norden* and *Hawles* in the Earls preſence, *Norden* was to have the benefit of *Hawles*'s bargain made with the Earl before ſet forth, he making *Hawles* 500 *l.* a clear gainer upon his own account, and this to be performed by *Norden* at *Lady-day* 1657. and the Earl by *Hawles*'s conſent promiſed to make a Leaſe to *Norden* as he ſhould have done to *Hawles*, and that *Norden* was to have no other or further agreement from *Hawles*, then what *Hawles* was to have had from the Earl, and that the 240 Acres and no more of *Doyly*'s Land was ſet out as part of the 571, and the reſt of *Doyly*'s Land was let by *Hawles* by Leaſe to *Gilbert* at 55 *l.* *per ann.*

That *Norden* at *Lady-day* 1657. paid not the 500 *l.* yet at *Michaelmas* 1657. without *Hawles*'s knowledge, procured a Leaſe from the Earl of the whole Warren of *Alborne*, *viz.* of *Dudmore* and *Southwood* Walks, and alſo of the North-walk, and not of the 571 Acres, whereby the firſt agreement was deſtroyed, and ſo *Hawles* his bargain with *Norden* defeated, and the Commoners of *Alborne* by *Norden*'s planting *Dudmore* and *Southwood* Walks again with Coneys, which by the firſt agreement were to be diſwarrened, and by *Norden*'s taking a Leaſe of the Warren all, the Contract as to the whole is voided and deſtroyed, and this was done by *Norden* out of a deſign to out *Hawles* of his bargain, and to avoid payment of the 500 *l.*

That *Norden* inſtead of performing his bargain with *Hawles* at *Lady-day* 1657. did in the years 1658, 1659, and 1660. bring in the Names of the Earl and himſelf, at his own proſecution, againſt *Hawles* and his Tenants for weighing up the Warren, 17 ſeveral Actions at Law, beſides Suits in Chancery, when as *Hawles* never brought but one Bill in Chancery againſt the Earl and *Norden*, which was to have the agreement with the Earl performed; and the Cauſe came to hearing 17 *Maii* 13 *Car.* 2. before the Maſter of the Rolls, and by conſent of *Norden* and *Hawles* decreed, that *Norden* ſhould make *Hawles* 500 *l.* a clear gainer upon his own account; and afterwards *Julii* following it was re-heard by the Lord Chancellor, aſſiſted with Mr. Juſtice *Twyſden* and Juſtice *Wyndham*, and by them confirmed; and ſince upon a Petition exhibited by *Norden* to the now Lord Keeper, and upon hearing Counſel on both ſides, he ſaw no cauſe to alter what had been formerly ſettled.

That *Norden* inveighing the *Gilberts*, *Hawles*'s Tenants by Leaſe of that part of *Doyly*'s Land, for which they paid him 55 *l.* *per ann.* and no part of the 240 Acres ſet out to the Earl, part of the 571 Acres, procured them to inform Tenants to him; whereupon *Hawles* brought an Action againſt the *Gilberts*, and recovered Judgement againſt them for 700 *l.* And the *Gilberts* by *Norden*'s advice exhibited a Bill againſt the Earl, *Norden*, and *Hawles*, to which *Hawles* only anſwered, and the Cauſe was brought to hearing againſt him in *May* 1661. and then and by ſubſequent Orders decreed, that the Arrears of 55 *l.* *per ann.* ſhould be computed and paid to *Hawles* according to the Leaſe, and the *Gilberts* to pay the Arrears of rent, and to deliver up the Leaſe and poſſeſſion of *Doyly*'s Land to *Hawles*; and for not performing the Decree the *Gilberts* ſtand committed, but not to be taken becauſe Priviledged as *Norden*'s Servants.

That *Norden* exhibited his Croſſe Bill, pretending that the former agreement was not in Iſſue in either of the former Cauſes; but upon full hearing and examination that Cauſe was diſmiſſed, for that the Suit was to draw in queſtion what had been formerly ſettled and decreed by conſent; and to examine the ſame Witneſſes over again in this Croſſe Cauſe, was of dangerous conſequence, and tended to Perjury.

That notwithſtanding all this, *Norden* is ſtill in poſſeſſion of the whole, not only of the Warren Leaſed by the Earl, but of all *Hawles*'s Land purchaſed of *Doyly*; that is to ſay, not only of the 240 Acres ſet out to the Earl in compenſation of his Warren, but of the 55 *l.* *per ann.* Leaſed by *Hawles* to the *Gilberts*, and *Hawles* can have no proceeding upon the ſaid recoveries againſt *Norden* in reſpect of his Priviledge.